

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND RATIFICATION OF OIL, GAS & MINERAL LEASE

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

REFERENCE is made to the following Oil, Gas and Mineral Lease:

Oil, Gas and Mineral Lease, dated December 19, 2006, between W. R. Meadows of Texas, f/k/a W. R. Meadows of Texas, Inc., whose address is 2555 N. E. 33rd Street, P. O. Box 7752, Fort Worth, Texas, 76111, Lessor(s), and Burnett Oil Company, Lessee, recorded in Memorandum of Oil, Gas and Mineral Lease dated December 19, 2006 recorded in Document Instrument Number D207203542 of the Official Public Records of Tarrant County, Texas, covering 9.04 acres of land, more or less, out of the Seburn Gilmore Survey, Abstract No. 590, Tarrant County, Texas;

herein together referred to as the "Lease", said land being more fully described in the Lease, reference to said Lease being made for all the terms provisions thereof.

WHEREAS, the Lease, is currently owned by BURNETT OIL COMPANY, ("Lessee"), whose address is 801 Cherry Street, Unit No. 9, Fort Worth, Texas 76102-6881;

WHEREAS, the Lease, contains the following provision entitled "Term of Lease":

"2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this lease is a paid up lease and shall be for a term of Three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder or as long as this lease is continued in effect as otherwise provided herein."

WHEREAS, the undersigned Lessor(s) and Lessee wish to amend the Term of Lease provision in the Lease in the manner set below.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

"2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this lease is a paid up lease and shall be for a term of Five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder or as long as this lease is continued in effect as otherwise provided herein."

The undersigned Lessor(s) agree that the Lease is now deemed to be paid-up lease with a primary term of five (5) years from the original date and the Lease, as same may have been amended, remain in full force and effect and the undersigned do hereby adopt, ratify and confirm the said Lease and any amendments thereto as to all of the terms and provisions therein, and do hereby lease, grant, demise and let the interest of the Lessor(s) in all of the land covered by the said Lease unto the Lessee, its successors and assigns, in accordance with all of the terms and provisions of the said Lease as amended hereby.

This instrument may be executed in a number of counterparts, each of which shall have the force and effect of an original instrument, and all of which counterparts, when taken together, shall constitute but one instrument. The failure of any one or more of the interest owners to execute this instrument or counterpart hereof shall not in any manner or way affect the validity

and binding effect of this instrument or any counterpart hereof as to any party or parties who execute this instrument or a counterpart hereof.

This Amendment is hereby accepted by Lessee upon Lessee's duly recording of the Amendment in the Official Records in Tarrant County, Texas.

EXECUTED this the 16 day of November, 2009.

W. R. Meadows of Texas, f/k/a
W. R. Meadows of Texas, Inc.

Matthew Price

By: Matthew Price, President
2555 N. E. 33rd Street
P. O. Box 7752
Fort Worth, TX 76111

STATE OF ILLINOIS

§
§
§

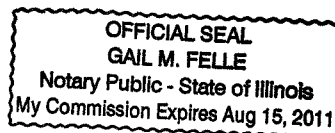
COUNTY OF KANE

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared, Matthew Price, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of W. R. Meadows of Texas, f/k/a W. R. Meadows of Texas, Inc as President and that he has executed the same as the act of such partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

This instrument was acknowledged before me on the 16th day of November, 2009.

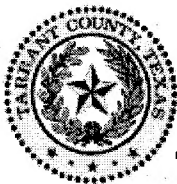
Gail M. Felle

Notary Public, State of Illinois



SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

BURNETT OIL CO INC
801 CHERRY ST #1500
FT WORTH, TX 76102

Submitter: BURNETT OIL CO INC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 5/17/2010 12:59 PM

Instrument #: D210115521

OPR

3

PGS

\$20.00

By: _____

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210115521

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DNCLARK